

AMENDMENT TO BILL OF ASSURANCE
OF
EAST RIDGE SUBDIVISION, PHASE I
SALINE COUNTY, ARKANSAS

FILED
SALINE COUNTY
CIRCUIT CLERK

2008 JUN -5 PM 1:31

These amendments are made this 5th day of June, 2008, BY: East Ridge, LLC, an Arkansas limited liability company ("Developer") for the purpose of amending the May 14, 2007, Bill of Assurance of East Ridge Subdivision, Phase I, Saline County, Arkansas (the "Original Bill of Assurance") established by the Developer and recorded in Saline County, Arkansas June 4, 2007 as Instrument No. 07 61433, as specifically stated below.

The Original Bill of Assurance is reaffirmed and in force and effect with the following amendment:

C-3. DWELLING COST, QUALITY and SIZE is restated in its entirety to read as follows:

C-3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the dwelling has at least 1,600 square feet of heated living space. It is the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials notwithstanding the minimum permitted dwelling size. Any dwelling will have the minimum square feet set out above, exclusive of basements, porches, garages, patio and overhangs. Each dwelling shall have minimum of a two car garage. No open carports are allowed. No manufactured houses are allowed, site built homes only.

These amendments, as well as the nonamended provisions of Original Bill of Assurance pertain to all properties outlined on the East Ridge Subdivision, Phase I, Saline County, Arkansas plat which was recorded June 4, 2007, in Saline County Plat Book 07-61442. These amendments were adopted by the owners of more than a majority of the Lots in East Ridge Subdivision, Phase I, Saline County, Arkansas pursuant to section F-1 of the Bill of Assurance and the members of the Subdivision Architectural Control Committee. Accordingly, the above amendments are effective the date first stated above.

East Ridge, LLC, Owner
of more than a majority of lots in
East Ridge Subdivision, Phase I, Saline
County, Arkansas

By Its Two Managing Members

By: Randall Ives
Randall Ives

By: Lee Pengelly
Lee Pengelly

50973
08



AND

East Ridge Subdivision, Phase I
Architectural Control Committee

By: *Randall Ives*
Randall Ives, Member

By: *Lee Pengelly*
Lee Pengelly, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
))
COUNTY OF SALINE)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Randall Ives and Lee Pengelly, being the two members of the East Ridge Subdivision, Phase I, Architectural Control Committee and being the Members of East Ridge, LLC, an Arkansas limited liability company, to execute the above instrument, who stated they were all the Members of said East Ridge Subdivision, Phase I, Architectural Control Committee and the members and managers of East Ridge, LLC and were duly authorized to execute the foregoing instrument for and in the name and behalf of said architectural control committee and limited liability company and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.


IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5
day of June, 2008,

Carmen Long
Notary Public

My Commission Expires:
10-18-2017



**BILL OF ASSURANCE
EAST RIDGE SUBDIVISION, PHASE 1**

2007 JUN -4 Bill: 04
BY: 

PART A. PREAMBLE

WHEREAS, East Ridge, LLC is the Owner, by virtue of Book (2006) pages (078630, 078633, 078636), of the following land situated in Saline County, Arkansas, to wit:

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NW ¼ NW ¼ OF SECTION 13 THENCE SOUTH 89°01'04" EAST, ALONG THE SOUTH LINE THEREOF, 449.02 FEET TO A 5/8 INCH REBAR AT A FENCE CORNER SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 02°41'21" EAST, ALONG A FENCE LINE 1030.69 FEET; THENCE SOUTH 87°18'39" EAST 61.87 FEET; THENCE NORTH 02°41'21" EAST A DISTANCE OF 399.46 FEET TO THE SOUTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY NO. 5; THENCE NORTH 66°17'16" EAST, ALONG THE SOUTH RIGHT OF WAY OF SAID HIGHWAY NO. 5, A DISTANCE OF 535.04 FEET; THENCE SOUTH 01°52'02" WEST, ALONG A FENCE LINE A DISTANCE OF 1253.69 FEET; THENCE SOUTH 89°32'43" EAST A DISTANCE OF 292.09 FEET; THENCE SOUTH 01°59'47" WEST A DISTANCE OF 400.00 FEET TO A FOUND AXLE; THENCE NORTH 89°33'00" WEST, ALONG A FENCE LINE, FOR A DISTANCE OF 291.19 FEET TO A FOUND AXLE; THENCE NORTH 89°21'56" WEST ALONG A FENCE LINE FOR A DISTANCE OF 297.50 FEET TO A FOUND AXLE; THENCE NORTH 88°08'23" WEST, ALONG A FENCE LINE FOR A DISTANCE OF 267.55 FEET TO THE POINT OF BEGINNING, CONTAINING 21.57 ACRES, MORE OR LESS.

WHEREAS, Owner has caused said land to be surveyed and a plat thereof made, dividing said land into lots as shown on said plat and showing the dimensions of each lot and the width of the streets as known as East Ridge Subdivision, Phase 1, to the City of Bryant, Saline County, Arkansas.

WHEREAS, the Saline County Real Estate Assessor and Office of Emergency Services have approved said Subdivision and road names.

07 61433

NOW THEREFORE, East Ridge, LLC, in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as East Ridge Subdivision, Phase 1, to the City of Bryant, Saline County, Arkansas, and that hereafter any conveyance by the Owners of said land by lot number shall forever be held to be good and legal description and the streets shown on said plat in said Subdivision, having been conveyed by Owner to the East Ridge Municipal Multipurpose Property Owners' Improvement District No. 71 of Bryant, Arkansas, which District hereby dedicates and donates to the public the streets shown on said plat, are hereby and will become a public road to be accepted by the City of Bryant for maintenance. The property owners have established East Ridge Municipal Multipurpose Property Owners' Improvement District No. 71 of Bryant, Arkansas, for the purpose of maintaining and ownership of common areas and appurtenants belonging thereto. The use of the land in said Subdivision being subject to the following Protective and Restrictive Covenants:

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire Subdivision.

PART C: RESIDENTIAL AREA COVENANTS:

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of the lots. No building shall be erected, altered, placed or allowed to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Bryant Planning Board and the consent of 51% of the Property owners.

C-2 ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision ascetics. No fence or wall shall be erected, placed or altered on any lot nearer than the setbacks as shown on the Plat. The term structure is defined to include any and all types of fences, antennas, decks, Permanent basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is

needed, a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the dwelling has at least 1,800 square feet of heated living space. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that for the minimum permitted dwelling size. Any dwelling will have the minimum square feet set out above, exclusive of basements, porches, garages, patio and overhangs. Each dwelling shall have a minimum of a two car garage. No open carports are allowed. No manufactured houses are allowed, site built homes only.

C-4. BUILDING LOCATION. No building shall be located on any lot, nearer to the side street line, than the minimum building set back lines as shown on the recorded plat. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-5 BUILDING REQUIREMENTS. All buildings shall have a roof pitch of no less than 8/12 on all Lots 1-81, unless a written waiver is received from the Architectural Control committee. Each dwelling shall have a minimum of a two car enclosed garage. All foundations must be veneered with brick or stone (a brick or stone band is required on sides and rear of the dwelling). All exterior wall surfaces above the foundation on the front of the dwelling must be 100% brick or stone veneer, unless a written waiver is received from the Architectural Control Committee. No chain link fences shall be allowed, all fences shall be of a wood, wrought iron or any other type approved by the Architectural control committee. All privacy fences and any other solid fencing shall have a minimum fence clearance of 3" above finished grade for drainage requirements. No fences of any kind shall be erected within the drainage easements/swells located between lots 17 & 18, 47 & 48, 75 & 76.

C-6 SIDEWALKS AND DRIVEWAYS. It shall be the responsibility of all owners of lots to construct a four foot wide side walk approximately 18 inches from the back of curb along all street frontage. Architectural control may waive or modify this requirement as necessary to comply with the overall development plan of the neighborhood or city requirements. All driveways shall be constructed of concrete only.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, and construction, repair and maintenance of adequate walls, roofs and eaves are reserved as shown on recorded plat.

C-8. NUISANCES. No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to

the neighborhood.

C-9. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other out building shall be used on any tract at any time as a residence either temporarily or permanently; except that the developer may have a temporary construction and/or sales office.

C-10 OUT BUILDINGS. One outbuilding for storage shall be permitted, if approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling.

C-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except, one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent or any signs used by a builder to advertise the property during the construction and sales period.

C-12. OWNER RESPONSIBILITY. All property owners shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-13. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind may be raised, bred or kept on any tract, except that dogs or cats may be kept, unless, in the opinion of the Architectural Control Committee any dog is vicious it must be removed immediately in any event any dog or cat kept shall not be, bred or maintained for any commercial purpose and provided that facilities for maintenance of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance.

C-16. GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. There shall be no burning of trash, rubbish, leaves or yard waste.

C-17 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub

planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner which the triangular area formed by the street property lines and the line connecting them at points 15 feet from the intersection of street right of way lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-18. LOT, YARD AND HOME MAINTENANCE. All property owners, after acquisition of any lot, shall sod all lawns in front, sides and rear of the dwelling, and shall keep all grounds and yards mowed, trimmed and clean. All dwellings and outbuildings shall be maintained painted and stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee. Owners of Lots 17, 18, 47, 48, 75, & 76 are required to maintain, mow, trim, and keep clean of any obstructions the drainage easement/swells located on their lots.

C-19 COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. The developer reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period. Unless waived by the ACC.

C-20 COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

C-21 MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street and must be parked in back of the dwelling. Owners or permanent residents are prohibited from parking in the street. There shall be no non-functioning vehicles kept on the lot or in view of the public. There shall be no parking in the yard. There shall be no repair work done outside of the garage.

C-22. FOUNDATIONS, ELEVATIONS, AND DRAINAGE. It is the responsibility of the owner/builder to ensure proper design and installation of any foundation, including any soil reports or tests required to ensure proper sub-grade conditions. Developer is not responsible for soil or drainage conditions on any lot. The Architectural Control Committee reserves the right to prescribe the minimum floor elevations for lots. All homes shall have a minimum floor

elevation of One foot above the top of the back of curb, **except lots 17, 18, 47, 48, 75, & 76 which shall have a minimum floor elevation of Two foot above the top of the back of curb.** The drainage easements/swells located on lots 17, 18, 47, 48, 75, & 76 shall not be obstructed or finished grades altered in anyway.

C-23. EROSION CONTROL. Each lot owner/builder is required to file any ADEQ (Arkansas Department of Environmental Quality) permits (if required) and provide erosion control measures that are required by ADEQ. These Requirements can be found at www.adeq.state.ar.us. **DEVELOPER IS NOT RESPONSIBLE FOR EROSION CONTROL MEASURES ON INDIVIDUAL LOTS. IF THESE REQUIREMENTS ARE NOT MET, OWNER/BUILDERS WILL BE HELD RESPONSIBLE FOR ANY RUNOFF OR SILT THAT LEAVES THEIR LOT.**

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP. The Architectural Control Committee shall be composed of Lee Pengelly and Randall Ives. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for there services performed pursuant to this covenant.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing and in the form hereto attached marked Exhibit "A" which, when executed, should be retained by the owner/builder as proof of the Committee's approval. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specification have been submitted to it or in the event no suit to enjoin the construction or compliance with these covenants has been commenced within 180 days after the completion thereof will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. PROPERTY OWNERS IMPROVEMENT DISTRICT

All lots in the Subdivision in addition to being bound by this Bill of Assurance, are also within East Ridge Municipal Multipurpose Property Owners' Improvement District No. 71 of Bryant, Arkansas established by Ordinance No. 2006-39, dated September 25, 2006. As such, all lots in the Subdivision are subject to the matters established thereby and therein including but not limited to, assessments to enable the District to accomplish its purposes set out therein which the lot owner agrees shall include, without limitation, the purchase of certain Subdivision infrastructure, the maintenance, preservation, improvement, management and servicing of the Subdivision common areas and improvements thereto as the District's Commissioners deem appropriate. Each lot Owner in the

- D. All common areas and recreational access and easement ways as shown on the above Plat all of which are contemporaneously donated to the City of Bryant except the detention pond, and private drive to service the sewer system which are retained by the District.

PART F. GENERAL PROVISIONS:

F-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive period of ten years, subject to the express provision that these covenants may be amended

at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the owner or owners of a majority of the lots herein platted.

F-2 ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

F-3 SEVERABILITY Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

F-4 VARIANCES The Architectural Control Committee shall have the right to waive any of the requirements in this Bill of Assurance as necessary to promote the harmony of design and overall character of the neighborhood.

PART G. Property Owners Association

A property owners' association for the Subdivision has not been established essentially for the reason that the functions for which one would be established are performed by the above identified improvement district. Provided however each Owner of a lot in the Subdivision, by ownership through purchase or otherwise, acknowledges and agrees that if a majority of Subdivision property owners representing sixty percent (60%) or more of the lots in the Subdivision petition for the formation of a property owners association, the property owners association shall be formed and any assessments or dues levied by the association against lots in the Subdivision will be obligations that the lot owners agree to and shall pay as personal obligations of the lot owners.

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this 14th day of May, 2007.

East Ridge, LLC

BY: Randall Ives

Randall Ives, MEMBER

BY: Lee Pengelly

Lee Pengelly, MEMBER

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF Saline)

On this day appeared before me, a Notary Public, Randall Ives and Lee Pengelly, known to me to be the managing members of East Ridge, LLC and acknowledged that they were authorized to execute the foregoing on its behalf and that they had executed same for the consideration and purpose therein mentions and set forth.

WITNESS my hand and seal this 14th day of May, 2007.

Jayne Stallmann
Notary Public

My commission expires
10/22/2011

JAYME STALLMANN
NOTARY PUBLIC-STATE OF ARKANSAS
SALINE COUNTY
My Commission Expires 10-22-2011